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**UNITED STATE BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re: ) Case No. BK-S-06-10725-LBR  
 ) Case No. BK-S-06-10726-LBR  
 USA COMMERCIAL MORTGAGE COMPANY, ) Case No. BK-S-06-10727-LBR  
 ) Case No. BK-S-06-10728-LBR  
 Debtor. ) Case No. BK-S-06-10729-LBR

In re: ) Chapter 11

USA CAPITAL REALTY ADVISORS, LLC, )  
 ) **Jointly Administered Under**  
 Debtor. ) **Case No. BK-S-06-10725-LBR**

In re: )  
 USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, )  
 Debtor. )

In re: )  
 USA CAPITAL FIRST TRUST DEED FUND, LLC, )  
 Debtor. )

In re: )  
 USA SECURITIES, LLC, )  
 Debtor. )

Affects: )  
 [ ] All Debtors )  
 [x] USA Commercial Mortgage Company )  
 [ ] USA Securities, LLC )  
 [ ] USA Capital Realty Advisors, LLC )  
 [ ] USA Capital Diversified Trust Deed Fund, LLC )  
 [ ] USA First Trust Deed Fund, LLC )

Date: October 30, 2006

Time: 9:30 a.m.

**JOINDER IN OFFICIAL COMMITTEE OF DIRECT LENDERS' OPPOSITION TO  
 MOTION TO AUTHORIZE DEBTOR USA COMMERCIAL MORTGAGE COMPANY AS  
 LOAN SERVICER TO APPROVE LOAN MODIFICATION FOR PALM HARBOR ONE  
 LOAN, TO PROVIDE THE PREVIOUSLY AUTHORIZED SUBORDINATION OF THE  
 MARLTON SQUARE 2<sup>ND</sup> LOAN IN CONNECTION WITH THE PAYOFF OF THE  
 MARLTON SQUARE 1<sup>ST</sup> LOAN, TO AUTHORIZE A SHORT-TERM FORBEARANCE FOR  
 THE MARLTON SQUARE 1<sup>ST</sup> LOAN, AND TO GENERALLY AUTHORIZE SHORT-TERM  
 LOAN FORBEARANCES AND FULL RELEASES AND RECONVEYANCES FOR LOANS  
 PAID OFF IN FULL**

1 The Canepa Group consists of eight Direct Lenders<sup>1</sup> whose original investments in 14  
 2 different loans<sup>2</sup> exceed \$3.1 million. USA Commercial must honor its contractual and fiduciary  
 3 obligations to the Direct Lenders arising under the Loan Servicing Agreements, Powers of Attorney  
 4 and NRS 645B.175. The Motion must be denied because USA has improperly sought permission  
 5 to ignore those contractual and fiduciary obligations. The Canepa Group therefore joins the Official  
 6 Committee of Direct Lenders' Opposition (DE 1653) to the Motion (DE 1434), emphasizing the  
 7 following points.

8 With respect to any potential Loan Modification under consideration, USA Commercial must  
 9 first comply with the terms and conditions of the Loan Servicing Agreements it signed with each  
 10 Direct Lender. Under those agreements, USA Commercial is prohibited from making any Loan  
 11 Modification, unless it either: (1) obtains Direct Lender consent; or (b) provides each Direct Lender  
 12 with least three business days' notice. Section 2(e) of the Loan Servicing Agreement provides, in  
 13 pertinent part, as follows:

14 Notwithstanding the foregoing or any other provision contained  
 15 herein, USA may not permit any modification to any Loan that would  
 16 ... change the outstanding principal amount, or extend the maturity  
 17 date, without Lender's prior consent; provided, however, if Lender  
 fails to grant or deny its consent within three (3) business days after  
 notice from USA, Lenders shall be deemed to have conclusively  
 given its consent.

18 Scott Canepa Declaration in Support of Motion for Relief From Stay, DE 293, Exhibit E, p. 3,  
 19 Section 2(e), last sentence (emphasis added).

20 Moreover, this Court has already heard and ruled upon USA Commercial's request for  
 21 general permission to accept loan payment proceeds and provide partial and full releases. After a  
 22 fully contested hearing on May 18, 2006, the Motion (DE 135) was granted with express conditions

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 24 <sup>1</sup> Scott K. Canepa; Shawntelle Davis-Canepa; Scott K. Canepa Defined Benefit Pension  
 25 Plan; Evelyn G. Canepa Trust, Evelyn G. Canepa and Scott Krusee Canepa Trustees; Gary T. and  
 26 Lori R. Canepa, Trustees of the G. & L. Trust dated 11/25/91; Louis Canepa IRA; Louis John  
 Canepa Trustee of the Louis John Canepa Revocable Trust dated 6/18/98; and Michael Wagnon  
 (collectively "the Canepa Group")

27 <sup>2</sup> 3685 Fernando Road, Boise/Gowan, Brookmere, Bundy Canyon, Cabernet, Clear  
 28 Creek, Fiesta/Murietta, Hasley Canyon, Hesperia II, Margarita Annex, Opaque, Placer Vineyards  
 First, Placer Vineyards Second, and Rio Bravo/SVRP Second.

1 imposed by the Court's Order entered July 6, 2006, (DE 829). At that time, the relief requested was  
2 limited to the nine loans that were specifically identified in the Motion, and no advisory relief was  
3 granted. The expanded request for advisory relief contained in this Motion should likewise be  
4 denied, and the Court should limit any relief granted to the loans specifically identified in the  
5 Motion.

6 Respectfully submitted,

7 LIONEL SAWYER & COLLINS

8 /s/ Laurel E. Davis

9 By \_\_\_\_\_  
10 Laurel E. Davis  
11 Attorneys for the Canepa Group  
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